

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-2715-2025

This contract entered into this 28th day of March 2025 by Chesapeake Bay Helicopters Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Helicopter Services for the Mid-Atlantic Aviation Partnership (MAAP) to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From April 1, 2025 through March 31, 2026 with the option for four (4) one-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 952642502 dated January 16, 2025, the proposal submitted by the Contractor dated February 11, 2025 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.

ME JS
(Initials)

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor Matthew Berwine
By: _____
(Signature)
Matthew Eberwine President
Name and Title

Virginia Tech DocuSigned by:
By: John Spence
05597CC6EBEB425...
John Spence
Assistant Director for Goods and Services



Request for Proposal # 952642502

For

Helicopter Services for the Mid-Atlantic Aviation
Partnership (MAAP)

January 16, 2025

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP # 952642502, Helicopter Services for the Mid-Atlantic Aviation Partnership (MAAP)

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until **February 14th, 2025 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231-7852 e-mail: lherry29@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on January 31, 2025. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

***Please note, proposal submission procedures have changed effective March 2023.**

Proposals may NOT be hand delivered to the Procurement Office.

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Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: _____

[INCLUDE THIS PAGE]

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

The Mid-Atlantic Aviation Partnership (MAAP) is seeking a dedicated contract with a helicopter service to streamline future operations and support its expanding portfolio of various aviation testing initiatives. For several of our flight operations, a crewed aircraft is involved, such as a helicopter. In MAAP's current state, owning and operating its own helicopter is not financially feasible. However, as the organization grows, the need for consistent access to helicopter capabilities across a wide variety of testing scenarios becomes critical. A formal agreement would provide clear terms for services, pricing, and availability, minimizing the administrative burden and avoiding the complexities of billing and invoicing through Virginia Tech. An ongoing contract would not only ensure operational efficiency but also enhance financial transparency, allowing MAAP to focus on advancing cutting-edge aviation research while maintaining compliance with institutional requirements.

Establishing an ongoing contract with a helicopter services company would also provide a critical layer of safety for MAAP's operations. Test activities involving multiple aircraft, experimental drones, and the unique complexities of aviation testing often occur in shared airspace, such as Kentland Farms. Consistently working with the same helicopter service allows for the development of a strong operational rapport and mutual understanding over years of collaboration and test experience. This continuity enhances coordination, reduces the risk of miscommunication, and ensures that pilots are familiar with the specific challenges and safety protocols associated with these tests, ultimately contributing to safer and more efficient operations.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for one year, or as negotiated. There will be an option for four (4) one-year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. Uncrewed Research: MAAP performs a variety of uncrewed aviation research. Much of this research involves testing Detect and Avoid systems, which require an intruder aircraft such as a helicopter to be flown against the sensor in predetermined flight paths and scenarios.
- B. Chase Activities: Other helicopter services required by MAAP may include chase activities, which involves following and maintaining separation from an uncrewed aircraft for situational awareness.

- C. Crew/Equipment: Helicopter providers must include an aircraft, pilot, and visual observer for daily flight operations during test events. Typical aircraft in past operations have included Robinson-44 and Bell-206 for example. Some test events may require aircraft to be equipped with ADS-B out and two comms radios.
- D. Scheduling: Test events normally range from one day to one week. Some flexibility with scheduling is required due to weather and technical readiness.
- E. Safety: Participation is also needed by the helicopter crews in MAAP's safety process leading up to a test event, including test card and flight path review, and independent safety review board meetings.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Plan for providing services: The goal of this ongoing contract is to enlist as needed helicopter services to support test events. This would include helicopter services being part of MAAP's safety process, planning stages, administrative requirements, research operations, and fulfilling our obligations to partner teams. Offerors shall provide their plan for providing these services as well as include a description of fleet, fleet availability, and scheduling process.
2. Experience: Provide evidence of required piloting experience which entails commercial certificate, along with experience with chase aircraft procedures, exposure to testing environments, and the flying skill to meet dynamic flight requirements as needed. MAAP typically provides flight test paths in electronic flight bag format, so experience with Foreflight or Garmin Pilot is helpful.
3. Qualifications: Prior examples of experience in dynamic research and flight environments are strongly preferred, including but not limited to; chase aircraft operations with uncrewed aircraft, and specific low-level flight routes/patterns using GPS. Contractors must be able to provide proof of insurance as required by the university and will be further addressed during the contract negotiations.
4. Pricing: Offerors should include hourly wet rate for the aircraft, hourly/daily PIC fee, and hourly/daily observer fee using the pricing sheet included as **ATTACHMENT B**. Quote should also detail how ground waiting time, safety and briefing crew attendance, fuel surcharges, and travel fees will be billed. Virginia Tech reimburses travel at government rates.
5. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

6. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

D. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	15
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole

determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may

be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. Vicki Moore, Business Manager, MAAP, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B – Pricing Sheet

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions:
http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

ATTACHMENT B
PRICING SHEET

Aircraft Type: _____

Wet Rate: HOURLY _____

PIC Fee: HOURLY _____ and/or DAILY _____
(if not included in wet rate)

Observer Fee: HOURLY _____ and/or DAILY _____

(copy and repeat table above for additional aircraft as necessary)



Request for Proposal # 952642502

For

Helicopter Services for the Mid-Atlantic Aviation
Partnership (MAAP)

January 16, 2025

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AUTHORIZED SIGNATURE: Matthew Berwine Date: 01/31/2025

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- D. Scheduling: Test events normally range from one day to one week. Some flexibility with scheduling is required due to weather and technical readiness.
- E. Safety: Participation is also needed by the helicopter crews in MAAP's safety process leading up to a test event, including test card and flight path review, and independent safety review board meetings.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Plan for providing services: The goal of this ongoing contract is to enlist as needed helicopter services to support test events. This would include helicopter services being part of MAAP's safety process, planning stages, administrative requirements, research operations, and fulfilling our obligations to partner teams. Offerors shall provide their plan for providing these services as well as include a description of fleet, fleet availability, and scheduling process.
2. Experience: Provide evidence of required piloting experience which entails commercial certificate, along with experience with chase aircraft procedures, exposure to testing environments, and the flying skill to meet dynamic flight requirements as needed. MAAP typically provides flight test paths in electronic flight bag format, so experience with Foreflight or Garmin Pilot is helpful.
3. Qualifications: Prior examples of experience in dynamic research and flight environments are strongly preferred, including but not limited to; chase aircraft operations with uncrewed aircraft, and specific low-level flight routes/patterns using GPS. Contractors must be able to provide proof of insurance as required by the university and will be further addressed during the contract negotiations.
4. Pricing: Offerors should include hourly wet rate for the aircraft, hourly/daily PIC fee, and hourly/daily observer fee using the pricing sheet included as **ATTACHMENT B**. Quote should also detail how ground waiting time, safety and briefing crew attendance, fuel surcharges, and travel fees will be billed. Virginia Tech reimburses travel at government rates.
5. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

6. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

D. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	15
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole

determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may

be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. Vicki Moore, Business Manager, MAAP, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B – Pricing Sheet

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions:
http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

ATTACHMENT B

PRICING SHEET

Aircraft Type: R44

Wet Rate: **HOURLY** \$1250 3hr minimum

PIC Fee: **HOURLY** included **and/or DAILY**
(if not included in wet rate)

Observer Fee: **HOURLY** included **and/or DAILY**

(copy and repeat table above for additional aircraft as necessary)

ATTACHMENT B
PRICING SHEET

Aircraft Type:	<u>Turbine (BH206/MD500)</u>
Wet Rate:	<u>HOURLY \$1650 3hr minimum</u>
PIC Fee: (if not included in wet rate)	HOURLY <u>included</u> and/or DAILY _____
Observer Fee:	HOURLY <u>included</u> and/or DAILY _____

(copy and repeat table above for additional aircraft as necessary)



Request for Proposals for Helicopter Services for Mid-Atlantic Aviation Partnership (MAAP)

Contact: Matthew Eberwine
President, Chesapeake Bay Helicopters, Inc
Tel: 757 582 4130
5202 West Military Highway Building 11
Chesapeake, Virginia 23321
Submitted 2/11/2025

Abstract: Chesapeake Bay Helicopters, Inc. proposes to provide expert helicopter services for Mid-Atlantic Aviation Partnership (MAAP) needs. These are to include uncrewed Research function as well as chase activities.



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CBH Overview

Dear MAAP,

Chesapeake Bay Helicopters, Inc. holds 135 and 133 certifications through the Federal Aviation Administration. The requirement for our 135 certification is that the company and personnel be audited/inspected annually. Under the Federal Aviation Administration ruling, for 135 certificate holders, we must comply with a drug and alcohol screening policy. It is also company policy to operate a drug-free workplace. CBH also holds a 145 Repair Station certification for higher standards of aircraft maintenance as well as FAA Diamond Awards for the past 4 years including commendations from the DOT and are recognized SWAM vendor and Hire Vets award recipients.

Zero accidents and safe operations are our priority and commitment. We achieve this and strive to improve it through our safety culture by training, mentoring, and investing in our personnel. All pilots flying power line operations have thousands of hours working in this environment and receive factory training and flying-in-the-wire environment training annually. All our jobs are meticulously planned and have an associated safety management system and job hazard assessment.

Through our planning, preparation, safety management system, and crew resource management, we strive to improve safety every day and finish every day with zero accidents. We have over 25 years of aviation experience and will excel beyond the requirements for this project. Thank you for considering our submission.

Yours Sincerely

Matthew Eberwine

President

Chesapeake Bay Helicopters, Inc

Established 1998



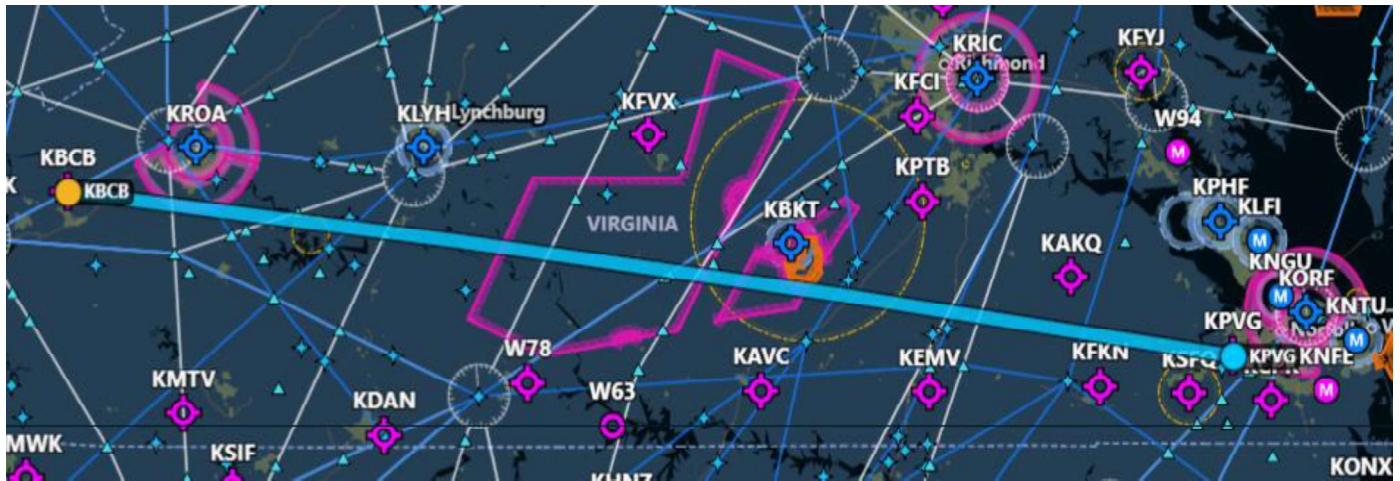
Plan for Providing Services

CBH operates 9 helicopters nationwide and strives to exceed our clients' standards and fulfilling all out partners obligations. CBH just finished a multiple month similar project with Georgia Tech and has conducted like projects with various military and civil clients. We operate in a heavy military area, so we have these sorts of projects fairly regularly and know the coordination and detail that goes into their success.

CBH would designate a POC (Matthew Eberwine 757-465-9936 mattheweberwine@cbhelos.com) to coordinate any work requests. He would be the assigned project manager and can pull in additional assets when needed to include Chief Pilot, Director of Operations and CEO as needed.

When MAAP has a flight request, simply submit to CBH POC and we will schedule to ensure all deadlines and requirements are met. If any change orders are needed, simply notify the POC and the amendments will be made.

CBH is located within 200NM of Va Tech, so relocating for any jobs will not be an issue.





Fleet Description and Availability

CBH operates 9 helicopters nationwide. Each asset is meticulously scheduled to meet client's needs and maintenance requirements. When MAAP has a need, it simply needs to coordinate with CBH POC and we will ensure aircraft and flight crew availability for MAAP/VA Tech. CBH has 3 different types of helicopters and will price for each.

Tail Number	Type	Authorizations
N202GH	R-44	Part 91
N61MM	R-44	Part 91
N544CB	R-44	Part 91/133
N719CB	BH-206	Part 91
N700CB	MD500D	Part 91/133
N716CB	MD500D	Part 91/133
N735CB	MD500D	Part 91/133
N748CB	MD500E	Part 91/133/135
N774CB	MD500E	Part 91/133/135



Experience

CBH is approved for electronic flight bag through our 135 Certification. Each pilot operates from Foreflight for all mapping.

Aaron May, Chief Pilot

Aaron is the FAR, Part 135 Director of Operations at Chesapeake Bay Helicopters, Inc., and a US Army veteran. He has accumulated over 5,200 hours of flight time, mainly in the low-level wire environment, performing airborne powerline operations throughout the United States. Aaron worked at MD in the experimental test center and focused on Chase Activities.

Commercial Pilot Certificate number [REDACTED] (Certified Flight Instructor)

Connor Smith, Assistant Chief Pilot

Connor is the Assistant Chief Pilot at Chesapeake Bay Helicopters, Inc., and has accumulated over 3,000 hours of flight time, focused on low-level flight, and has flown multiple flights testing sensors and chase activities.

Commercial Pilot Certificate number [REDACTED] (Certified Flight Instructor)

Jeremy Aguirre, Check Airmen

Jeremy is the Check Airmen at Chesapeake Bay Helicopters, Inc., and has accumulated over 3,000 hours of flight time, including work on powerline patrols, long-line construction and has conducted multiple sensor flights and chase activities during his tenure with CBH.

Commercial Pilot Certificate number [REDACTED] (Certified Flight Instructor)



Qualifications

Lilly Huff, (Sensor testing at multiple flight levels)

Georgia Tech (GT), Research Engineer

Tel# [REDACTED] Lily.Huff@gtri.gatech.edu

Mark Christman, (Sensor testing at multiple flight levels)

Psionic Director of PMO

Tel# [REDACTED] mchristman@psioniconav.com

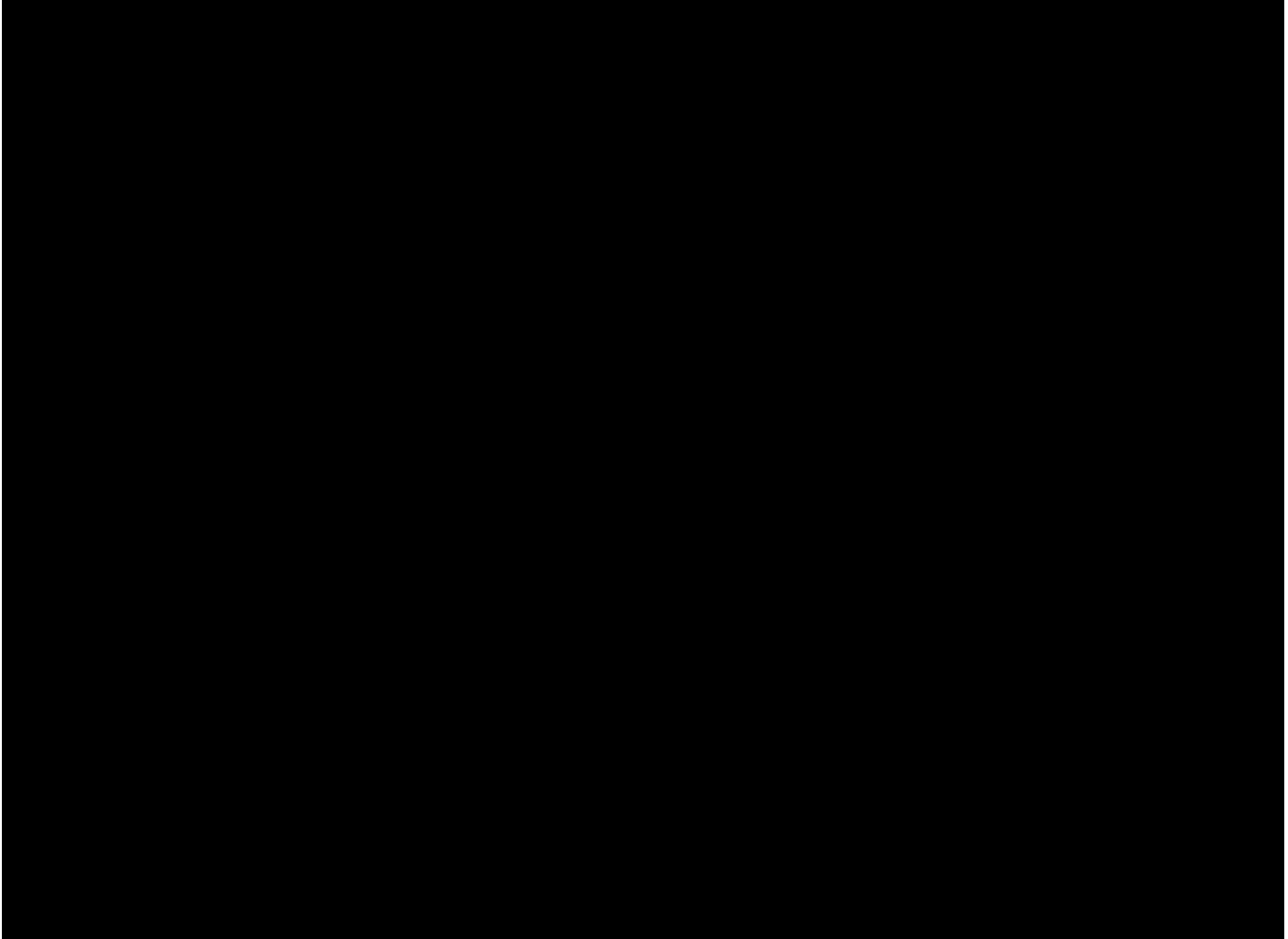
Arminda Warner, (Low level adaptable flight services, CVI, UVIR, Fire Mitigation, Post Hurricane patrols NJ, multiple Wind event/Storm Responses)

First Energy (FE), Transmission Program Manager

Tel# [REDACTED] awarner@firstenergycorp.com



Proof of Insurance



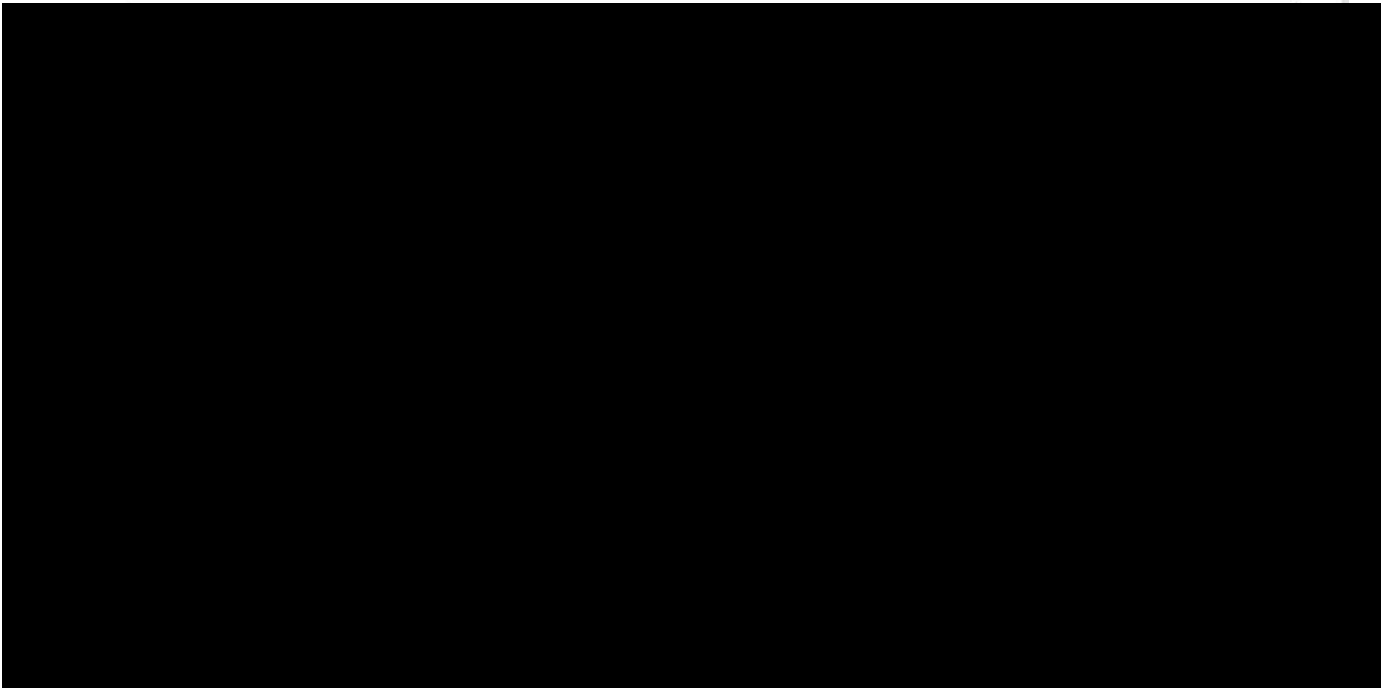


STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance



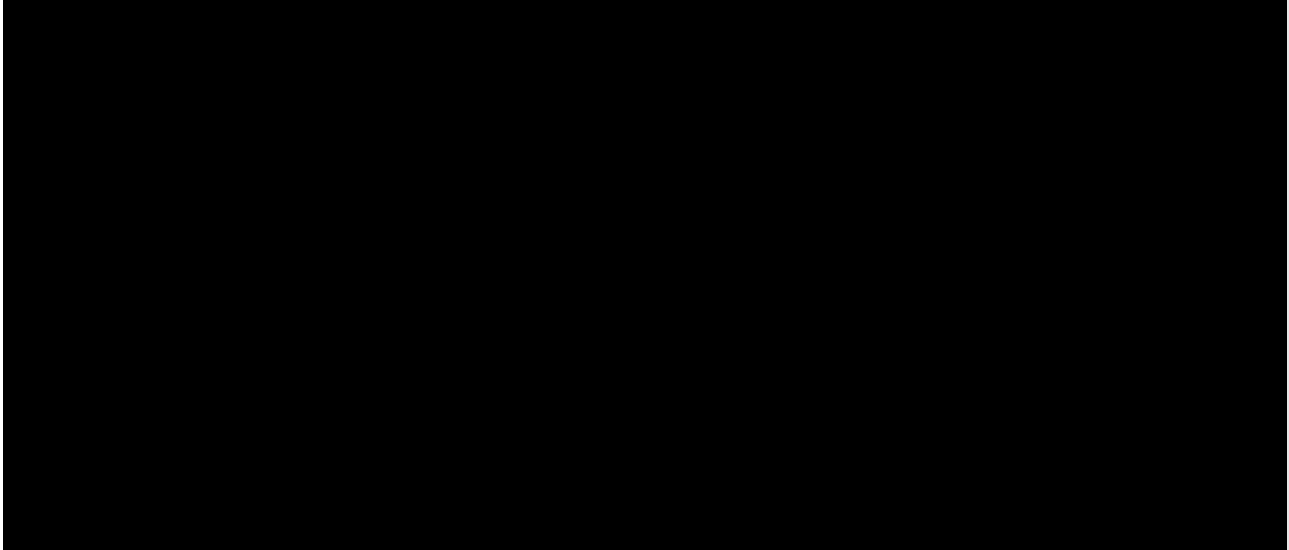


STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance – Fleet Schedule Attachment





Pricing

ATTACHMENT B

PRICING SHEET

Aircraft Type: R44

Wet Rate: **HOURLY** \$1250 3hr minimum

PIC Fee:
(if not included in wet rate) **HOURLY** included and/or **DAILY** _____

Observer Fee: **HOURLY** included and/or **DAILY** _____

(copy and repeat table above for additional aircraft as necessary)

ATTACHMENT B

PRICING SHEET

Aircraft Type: Turbine (BH206/MD500)

Wet Rate: **HOURLY** \$1650 3hr minimum

PIC Fee:
(if not included in wet rate) **HOURLY** included and/or **DAILY** _____

Observer Fee: **HOURLY** included and/or **DAILY** _____

(copy and repeat table above for additional aircraft as necessary)



Participation of SWAM Business



COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

CHESAPEAKE BAY HELICOPTERS, INC.

is a certified Small Business meeting all the eligibility requirements set forth under the
Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: [REDACTED]

Valid Through: Aug 30, 2029

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director



Summary of Negotiations

1. **Virginia Tech question:** Do you acknowledge and agree that if your company is awarded a contract, the following insurance requirements shall be incorporated into the resulting contract?

Contractor response: Yes, please see insurance attached.

The Contractor shall maintain (and shall cause its independent contractors or subcontractors to maintain), at its own expense, with a company or companies licensed to do business in the Commonwealth of Virginia the following insurance coverages:

Workers' Compensation

- Statutory Virginia Limits

Commercial General Liability – to include coverages for premises & operations, personal & advertising injury, rented premises, and bodily injury.

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- \$2,000,000 products/completed operations

Business Auto Liability – to include owned, non-owned, and hired car coverage

- \$1,000,000 each accident, combined single limit

Aviation Liability

- \$10,000,000 per occurrence

Aviation Hull coverage – all risk physical damage

- Value of aircraft

All coverages listed above pursuant to this Agreement shall be primary and non-contributory, and shall be maintained throughout the Term of this Agreement]. All insurance policies listed above, with the exception of Workers' Compensation, must list "Virginia Polytechnic Institute and State University and the Commonwealth of Virginia, its officers, officials, employees, agents, and volunteers" as additional insureds. Contractor's obligation to maintain Workers' Compensation insurance applies only to the extent that it is required by statute in the Commonwealth of Virginia, and the Contractor's obligation to maintain Business Auto Liability insurance applies only to the extent that [Contractor] owns or utilizes automobiles. Contractor agrees that the insurance requirements specified in this Agreement do not reduce the liability of the Contractor, and that Contractor is responsible for maintaining its own insurance coverage on its personal property.

Evidence that such insurance is in effect shall be provided upon execution of this Agreement, annually thereafter, and at the request of Virginia Tech in the form of a Certificate of Insurance. The Certificate of Insurance must list "Virginia Polytechnic Institute and State University and the Commonwealth of Virginia, its officers, officials, employees, agents, and volunteers" as additional insureds. The Certificate of Insurance should list the following as the certificate holder, and the certificate sent to the same:

Virginia Polytechnic Institute and State University and the Commonwealth of Virginia
Office of Risk Management
North End Center, Suite 3300 (MC0310)
300 Turner Street
Blacksburg, VA 24061
riskmanagement@vt.edu

2. **Virginia Tech question:** What navigation system do you have installed? (Ex. G1000, garmin 430w, Avidyne products, etc).

Contractor response: *Garmin's*

3. **Virginia Tech question:** How many radios are available to the pilot, and do they have the ability to monitor a second frequency?

Contractor response: *1-2 depending on which aircraft utilized*

4. **Virginia Tech question:** What options are available for pulling flight logs directly from the avionics suite?

Contractor response: *Foreflight tracklog for flight logs*

5. **Virginia Tech question:** As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Contractor response: *No*

6. **Virginia Tech question:** Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. With this in mind, please submit your best and final pricing for consideration.

Contractor response: *Have done so in our submission. R44 \$1250/hr with 3 hour min. Turbine aircraft (BH206 or MD500) \$1650/hr with 3 hour min.*

7. **Virginia Tech question:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

Contractor response: CBH agrees

8. **Virginia Tech question:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Contractor response: Yes

9. **Virginia Tech question:** Are the prices for all goods/services listed in your proposal inclusive of all applicable [eVA system transaction fees](#)?

Contractor response: Yes

10. **Virginia Tech question:** Do you agree that the initial contract period shall be one year?

Contractor response: Agreed

11. **Virginia Tech question:** Upon completion of the initial contract period, do you agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) one-year periods, under the terms of the current contract?

Contractor response: Agreed

12. **Virginia Tech question:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

Contractor response: Agreed

13. **Virginia Tech question:** Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

Contractor response: Agreed

14. **Virginia Tech question:** Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Contractor response: *Agreed*

15. **Virginia Tech question:** Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 952642402 shall govern the contract if a contract is awarded to your company?

Contractor response: *Agreed*